# NONREIMBURSABLE SPACE ACT AGREEMENT BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION GODDARD SPACE FLIGHT CENTER AND WALGREEN CO. FOR NASA GSFC NON-OCCUPATIONAL FEE-BASED INFLUENZA CLINIC.

# ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Goddard Space Flight Center, located at 8800 Greenbelt Road, Greenbelt, Maryland 20771 (hereinafter referred to as "NASA" or "NASA GSFC") and Walgreen Co. located at 200 Wilmot Road, Deerfield, IL 60015-4421 (hereinafter referred to as "Partner" or "Walgreens"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

#### ARTICLE 2. PURPOSE

- A. The purpose of the non-reimbursable Non-Occupational Fee-based Influenza Space Act Agreement is to offer a viable economical alternative for administering vaccinations for badged GSFC employees including civil servants, interns, and contractor personnel at specified GSFC locations during the 2019 - 2024 Influenza (Flu) Seasons. The services consist of an annual influenza clinic onsite (at mutually agreeable dates and times by the Parties) or offsite at the following GSFC locations; Columbia Scientific Balloon Facility (CSBF) in Palestine, Texas; Greenbelt, Maryland; Goddard Institute for Space Studies (GISS) in New York, New York; Katherine Johnson Independent Verification and Validation Facility (IV&V) in Fairmont, West Virginia; White Sands Test Facility in Las Cruces, New Mexico; and the Wallops Flight Facility (WFF) in Wallops Island, Virginia. In addition, the Partner will offer certain other common vaccinations if requested by employees (e.g., Shingles, Pneumococcal, Measles, Mumps, Rubella (MMR) booster and Tetanus, Diphtheria, Pertussis (TDAP)). GSFC does not guarantee the number of participating individuals. All costs for the use of this service and the vaccinations will be the responsibility of the employee and/or employee's medical insurer.
- B. Professional Judgment: Walgreens may withhold services to an individual for good cause, including but not necessarily limited to: the individual's responsibility to pay for services; requests by patients for services inconsistent with the legal and regulatory requirements; or, where, in the professional judgment of the health care professional, the services should not be rendered.

#### ARTICLE 3. RESPONSIBILITIES

#### A. NASA GSFC will use reasonable efforts to:

- 1.) Provide physical access at the following GSFC locations if applicable: Columbia Scientific Balloon Facility (CSBF) in Palestine, Texas; Goddard Space Flight Center (GSFC) in Greenbelt, Maryland; Goddard Institute for Space Studies (GISS) in New York, New York; Katherine Johnson Independent Verification and Validation Facility (IV&V) in Fairmont, West Virginia; White Sands Test Facility in Las Cruces, New Mexico; and the Wallops Flight Facility (WFF) in Wallops Island, Virginia.
- 2.) Offer access to the onsite Health Units at Wallops and Greenbelt. For all other GSFC locations, the Partner will be provided access to private, clean, large conference rooms or other accessible rooms, as well as tables and chairs for Walgreens personnel and patients.

#### B. Partner will use reasonable efforts to:

- 1.) Provide all labor, equipment, immunization supplies, and for collecting and managing all costs under this agreement to include the processing of employee insurance coverage and or any other accepted payment options.
- 2.) Certify all staff certification(s) and training are current.
- 3.) Be fully responsible for malpractice insurance coverage for all pharmacists and staff who fall within the scope of this Agreement.
- 4.) Identify an individual(s) who have delegated authority for this Agreement to include prescribing physician if applicable.
- 5.) Administer flu and other vaccines at GSFC locations as well as at Walgreen pharmacies subject to limitations or restrictions imposed by federal and state laws and regulations and the availability of the appropriate immunizations,.
- 6.) Coordinating and scheduling appointments with GSFC POC(s) and Walgreens' Client Services Manager to determine the most efficient method of delivery of vaccines.
- 7.) Identify the type(s) of viral influenza vaccines, pharmacists or authorized personnel, are legally authorized to administer.
- 8.) Responsibly dispose of all sharps and all contaminated supplies provided in this Agreement in accordance with applicable laws and regulations.

- 9.) Provide personnel to discuss with NASA, Partners' policy for internal record keeping, state notification (e.g., statutes) and employee primary health provider notifications, if applicable.
- 10.) Provide and review required screening and consent forms prior to vaccination.
- 11.) Provide personnel to discuss with NASA, Partners' protocol for management of allergic reactions and anaphylaxis.
- 12.) Coordinate with GSFC POC and Walgreens' Client service manager to establish coverage during peak flu clinics.
- 13.) Provide GSFC an annual count of the number of vaccinations given per GSFC location.
- 14.) Meet annually to review terms of the Space Act Agreement.
- 15.) Provide GSFC all reasonably applicably requested information prior to start of this Agreement to GSFC's Technical Representative.

# ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

Walgreen Co. shall provide an annual count of vaccinations given per each GSFC location by June 15th of each year of the of the Agreement.

## ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

#### ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that

priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

#### ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities. The Parties acknowledge that licensed immunizers employed by NASA or its subcontractors, who are not an employee of Partner, will be unable to assist Partner in the immunization services administered under this Agreement.

# ARTICLE 8. LIABILITY AND RISK OF LOSS

- A. Partner hereby holds harmless any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property or the property of its related entities arising from or related to activities solely conducted by Partner under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.
- B. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities solely conducted by Partner under this Agreement.

## ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

# A. General

- 1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner, that is assigned, tasked, or contracted to perform activities under this Agreement.
- 2. "Data," means recorded information, regardless of form, the media on which it is recorded, or the method of recording. Data does not include Protected Health Information as defined below.
- 3. "Proprietary Data," means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
  - a. known or available from other sources without restriction;

- b. known, possessed, or developed independently, and without reference to the Proprietary Data;
- c. made available by the owners to others without restriction; or
- d. required by law or court order to be disclosed.
- 4. The Parties agree that Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
- 5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3. above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
- 6. The Parties will not exchange Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
- 7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
- 8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
- 9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.

#### B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and it includes a restrictive notice, NASA will protect the Data with at least the same degree of care as NASA would protect its own Data, but in no event with less than reasonable efforts, to: (i) prevent disclosure to outside parties; (ii) not use Partner's Data, or permit it to be accessed or use, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose the Agent's Data to any person or entity, except to NASA's employees who need to know the Data to assist Agent, or act on its behalf, to exercise its rights or perform its obligations under the Agreement and who have agreed to obligations of confidentiality substantially similar to those in this Agreement.

#### C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will use reasonable efforts to mark it with a restrictive notice and protect it for two years after its development under the same terms and conditions as those set forth in paragraph B of this Article above. Partner must not disclose the Data without NASA's written approval

during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA-owned invention for which patent protection is being considered.

#### D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment. If a Receiving Party receives a subpoena from a court of competent jurisdiction requesting Data of the other Party, it shall provide prompt notice to the other Party of such receipt., The Receiving Party shall comply with subpoenas issued by a court of competent jurisdiction to that extent required by law.

# E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

# F. No Transfer of Rights, Title or Interest

Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Data. Any disclosure of such Data hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Receiving Party.

#### G. Data Subject to Export Control

Whether or not marked, NASA Proprietary Data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization. This Section will not apply to any Protected Health Information and applicable pharmacy information as it relates to medical insurance billing assistance that Partner may use with a subcontractor who is located outside the United States, but accesses such information through computer services domiciled within the United States.

# ARTICLE 10. <u>INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS</u>

A. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA

or Partner assigned, tasked, or contracted with to perform immunization activities under this Agreement.

- B. The invention and patent rights herein apply to employees and Related Entities of each Party. Each Party shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
- C. The Parties agree that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, ownership and title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention, patent, or other intellectual property rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

# ARTICLE 11. <u>RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND</u> MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

## ARTICLE 12. USE OF NASA NAME AND NASA EMBLEMS

#### A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials. NASA hereby agrees to allow Partner to refer to NASA as a client when soliciting other government business.

#### B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

# ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

## ARTICLE 14. <u>DISCLAIMER OF ENDORSEMENT</u>

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

#### ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

- B. With respect to any export control requirements:
- 1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in

performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance. This Section will not apply to any Protected Health Information and applicable pharmacy information as it relates to medical insurance billing assistance that Partner may use with a subcontractor who is located outside the United States, but accesses such information through computer services domiciled within the United States.

- 2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to Proprietary Data.
- 3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.
- 4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities who provide immunization services.
- C. With respect to suspension and debarment requirements:
- 1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.
- 2. The Partner shall include comparable language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement related to the subcontracting of immunization services.

#### ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first.

#### ARTICLE 17. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "No

Transfer of Rights, Title or Interest" -related clauses shall survive such expiration or termination of this Agreement.

# ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement, and will also service as the legal notice addresses.

#### Management Points of Contact

NASA Goddard Space Flight Center Marla Giscombe HEALTH PROGRAM MANAGER

Mail Stop: 250.0 8800 Greenbelt Road Greenbelt, Maryland 20771

Phone: 301-286-9012

marla.a.giscombe@nasa.gov

Walgreen Co. James Wood Vice President, Federal Markets 200 Wilmot Road Deerfield, IL 60015-4421

Phone: 407-705-8417 Jim.wood@walgreens.com

With a copy to: Walgreen Co. 104 Wilmot Rd., MS 1446 Deerfield, IL 60015 Attn: Managed Markets Legal (MRD)

#### ARTICLE 20. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights - Invention and Patent Rights", and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

# ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

# ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

#### ARTICLE 23. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

#### ARTICLE 24. <u>INDEPENDENT RELATIONSHIP</u>

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

## ARTICLE 25. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

# ARTICLE 26. GENERAL TERMS

- A. <u>Waiver</u>. No waiver by either Party with respect to any breach or default of any right or remedy and no course of dealing may be deemed to constitute a continuous waiver of any other breach or default or of any other right or remedy unless such waiver is expressed in writing by the Party to be bound.
- B. Confidentiality of PHI. Both Parties warrant that they will maintain and protect the confidentiality of all individually identifiable health information specifically relating to participants ("Protected Health Information" or "PHI") in accordance with the Health Insurance Portability and Accountability Act of 1996 and all applicable federal and state laws and regulations. However, nothing herein will limit either Party's use of any aggregated participant information that does not contain PHI. This Section will survive the termination of this Agreement.
- C. <u>Advertising</u>. Neither Party may advertise or use any trademarks, service marks, or symbols of the other Party without first receiving the written consent of the Party owning the mark and/or symbol with the following exceptions: NASA may use the name and the addresses of Walgreens' locations in materials to

- inform participants that Walgreens provides immunization services. Any other reference to Walgreens in any NASA materials must be pre-approved, in writing, by Walgreens.
- D. <u>Force Majeure</u>. The performance by either Party hereunder will be excused to the extent of circumstances beyond such Party's reasonable control, such as; flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of terrorism, acts of God, etc. In such event, the Parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances.
- E. <u>Compliance</u>. Each Party will cooperate with reasonable requests by the other Party for information that is needed for its compliance with applicable laws, rules, and/or regulations.
- F. Notices. All notices provided for herein must be in writing, sent by U.S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt to the address set forth in Article 19 above. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.
- G. Insurance. Each Party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, such insurance as may be necessary to insure each respective Party, its employees, and agents against any claim or claims for damages arising out of or in connection with its duties and obligations under this Agreement. Walgreens will automatically name NASA as Additional Insured under its applicable insurance policy (ies). Evidence of such insurance can be downloaded from Walgreens' website.
- H. Entire Agreement. This Agreement, which includes any and all attachments, exhibits, riders, and other documents referenced herein, constitutes the entire and full agreement between the Parties relating to the subject matter herein and supersedes any previous contract, for which the signatories are authorized to sign for, and no changes, amendments, or alterations will be effective unless reduced to a writing signed by a representative of each Party. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement not expressly set forth herein or referred to or incorporated herein by reference are of no force or effect.
- 1. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that each Party has received the other Party's executed instruments. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file (or similar format however designated), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed)

with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

# ARTICLE 27. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

id conditions.		
NATIONAL AERONAUTICS AND	WALGREEN CO.	
SPACE ADMINISTRATION		
GODDARD SPACE FLIGHT		

BY: Confunction BY: BY: Scott Schuler ()
Associate Center Director Group Vice President, Contracting and Pricing

DATE: 12 Nov 19 DATE: 11/12/19

CENTER